

TRENCHING AGREEMENT WITHIN TRACT MAP NO. 52172-02

PROPERTY LOCATION: WESTERN AVENUE & FRANCISCO STREET CITY OF LOS ANGELES

This agreement will confirm the arrangements between BOEING REALITY CORPORATION their successors and assigns (hereinafter referred to as "Developer") and Pacific Bell (hereinafter referred to as "Pacific") for the construction of underground telephone line extension(s) serving the above noted property.

Developer and Pacific agree to construct the underground supporting structure for said telephone line extension(s) in accordance with the following:

1) OBLIGATION OF PACIFIC:

Pacific shall, at its sole cost and expense:

(A) Provide and deliver 25,033 duct feet of 4 inch conduit material and frame and covers for six (6) 8 1/2'x 4 1/2'x 5 1/2' manholes for said telephone facilities within the existing or proposed public right of way and any easement areas.

OR

(B) Reimburse Developer for 25,033 duct feet of 4 inch conduit material and frame and covers for six (6) 8 1/2'x 4 1/2'x 5 1/2' manholes for said telephone facilities within the existing or proposed public right of way and any easement areas in the amount of \$ 32,019.60.

(C) Provide and install all telephone wires and cables to be located within all underground supporting structures.

2) DEFINITIONS:

Conduit material is defined as: Pacific's standard conduit, including the couplings or gaskets required to install said conduit, also all associated castings and bends.

Underground supporting structure is defined as: Pacific's standard manholes, handholes, pull boxes, concrete mounting bases, where and as required, including associated cast iron or metallic manhole frames and covers, racking and ladders.

3) OBLIGATION OF DEVELOPER:

Developer shall, at its sole cost and expense:

(A) Construct the total underground supporting structure and place conduit materials for line extension facilities within the boundaries of any easement areas located within Developer's property in accordance with Pacific's specifications.

It should be understood that the Developer shall be responsible for the placement of all racking and ladders within said manholes, handholes, and splice boxes and the placement of any required frame(s) and cover(s).

(B) Provide and construct the total supporting structure for the extension of service connection facilities within the boundaries of the premises, lots, or parcels to be served.

(C) All trenches are to be excavated, backfilled, and compacted by Developer in accordance with applicable City, County, and State specifications. Where required, the use of select backfill, the breaking and repaving of pavement and the restoring of any landscaping shall be the responsibility of the Developer.

(D) Developer shall pay to Pacific, within 30 days of the execution of this agreement, the sum of \$63,924.30 which represents a tax component collected for Federal "Contributions in Aid to Construction" Tax (CIAC) in accordance with California Public Utilities Commission decision 87-09-026.

This tax component is calculated on the value of materials and labor furnished by Contractor as estimated by Pacific through its normal estimating procedures.

(E) Developer shall provide to Pacific steel taped wall to wall measurements of all conduit placed and shall place, at Developer's expense, 3/8" (inch) pull rope in all conduits placed as specified on Pacific's job or as directed by Pacific's representative. Developer or his agent shall prove or mandrel all conduits placed.

(F) Developer shall indemnify Pacific and save it harmless from all liability of any character whatsoever, including damage to Pacific's facilities which directly or indirectly arises from or is connected with the performance by Developer, or by its contractors, employees, agents, or permittees, of the work contemplated hereby or of any development activity on or for Developers property, except to the extent caused by the sole negligence or willful misconduct of Pacific.